

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

UNITED HERITAGE CO. LTD.,

Plaintiff,

v.

GARY SHIRNYAN AKA IGOR SEYRANOV

Defendants.

Case No. 20-cv-00102

DEFAULT JUDGMENT

AFFIDAVIT OF EGOR CHERNOV IN SUPPORT OF DEFAULT JUDGMENT

I, Egor Chernov, being duly sworn, state as follows:

1. I am an adult and competent to make this Affidavit.
2. All facts herein positively alleged are within Affiant's personal knowledge.
3. I am currently, and was at all times relevant to this action, the Director, CEO, and owner of Plaintiff United Heritage Co. LTD. ("United Heritage"). I am authorized to make this Affidavit on behalf of United Heritage.
4. Defendant Gary Shirnyan AKA Igor Seyranov has breached a written contract that he entered into with United Heritage and caused damages as described in the Complaint filed.
5. In November 2019, United Heritage and Gary Shirnyan entered into a contract called a "Stock Loan Agreement" ("SLA")¹ which set forth the terms and conditions of transactions between them involving the borrowing and lending of securities.
6. As provided in the SLA, the underlying shares for the loan, namely 2,200,000 unencumbered trading shares of Rafarma Pharmaceuticals, Inc. ("RAFA"), were issued by United Heritage to Gary Shirnyan's brokerage account at Mora Wealth Management.

¹ Under a stock loan agreement, the owner of a stock lends the stock to the investor in exchange for a future demand to get back the stock and stock sales proceeds minus a stock loan fee.

7. With respect to loan repayment, paragraph 4.1 of the SLA stated that:

The Loan shall be repaid in cash upon the written instruction of the Lender and/or with cash and the shares of the Lender that are not liquidated by the Borrower on or before the date of maturity which will be settled between the parties upon further discussion. Subject to the Terms and Conditions of this loan regarding 'Taxation' as provided in 4.2 below, the loan will be considered by both parties to be repaid, when 80% of the Net Cash Proceeds and any and all unsold shares of RAFA in the name of the Borrower as priced on the date of maturity are transferred to the Lender and /or his assigns.

8. In an interim stock sales report, Defendant Gary Shirnyan submitted to Plaintiff the following financials:

(a) Total proceeds: \$682,222.08

(b) Mora Wealth fee (2.43%): \$16,563.26

(c) Net proceeds: \$665,658

Component 1 of Damages: Cash Owed Under the LSA

9. In view of the 20% commission to be retained by Defendant in the amount of \$133,131.76, the net amount due to United Heritage per agreement is \$532,526.50.

10. To date, United Heritage received wires in the amount of \$259,492.99 and \$160,090.28, for a total of \$419,583.27.

11. The remaining cash amount owed under the SLA presently stands at \$112,943.79. In addition, Defendant owes Plaintiff the remaining shares of stock that were not yet liquidated, which is 270,400 shares of stock.

Component 2 of Damages: Value of Unliquidated Stock Owed Under the LSA

12. In addition, Defendant owes Plaintiff the remaining shares of stock that were not yet liquidated, which is 270,400 shares of stock.

13. The price of RAFA stock as of September 15, 2020 is \$1.48 per share. This is what United Heritage could have sold the stock, had it been returned to United Heritage by Defendant.

14. At \$1.48 per share, the value of 270,400 shares of RAFA stock would be \$400,192.00.

Combined Damages Amount

15. The total amount of claims, comprised of the outstanding cash obligation and the value of the stock, would be \$400,192.00 + \$112,943.79, which is equal to \$513,135.79.

16. United Heritage is entitled to recover judgment in the amount of five hundred thirteen thousand one hundred thirty-five dollars and seventy-nine cents (\$513,135.79), as well as post-judgment interest from the date of judgment until satisfaction.

DATED this 15th day of September, 2020.

STATE OF Virginia
COUNTY OF James City

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Egor Chernov, Director and CEO of
United Heritage Co. LTD.

E. Chernov

SUBSCRIBED and SWORN to before me this 15th day of September, 2020 by Egor Chernov



Notary Public,
in and for the State of Virginia

Erica L. Huggins

Notarized online using audio-video communication

Electronic Notary Public